

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Grand Canyon National Park
COMMERCIAL USE AUTHORIZATION
UNDER THE AUTHORITY OF Section 418, P.L. 105-391 (16 USC 5966)

1. AUTHORIZED ACTIVITY:

Commercial Bicycle Tour- South Rim

Permit Number: CUA GRCA 5600 _ _ _

(Official Use Only)

2. Authorization Holder Information

(Fill in information below. Please type.)

Authorization Begins: _____

(Official Use Only)

↓CONTACT NAME (Owner or Authorized Agent)

Authorization Expires: December 31, 2015

↓ORGANIZATION/COMPANY

↓MAILING ADDRESS

↓EMAIL ADDRESS

↓CITY

↓STATE

↓ZIPCODE

↓TELEPHONE NUMBER

↓ FAX NUMBER

↓US DOT #

3. LOCATION: The holder is hereby authorized to use the following described land or facilities in the following named area(s): **Unpaved roads which are open to the public on the South Rim of Grand Canyon National Park as described in the attached requirements.**

4. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

The holder is authorized to conduct guided bicycle tours on Grand Canyon National Park's South Rim, in accordance with the attached conditions.

 X **Out- of- Park:** The visitor services described above must originate and terminate outside of the boundaries of the park area. This authorization does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

 In-Park: The visitor services described above must originate and be provided solely within the boundaries of the park area.

5. COST RECOVERY: Required X Amount \$ 350

6. INSURANCE: Liability Required X Coverage Amount \$ 300,000

7. NEPA Compliance: **CATEGORICALLY EXCLUDED** X EA/FONSI _ EIS _ OTHER APPROVED PLANS

8. CONDITIONS OF AUTHORIZATION:

ISSUANCE of this authorization is subject to the attached conditions. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

*(*This authorization is not valid until signed by the Superintendent or authorized agent thereof.)*

9. SIGNATURES.

Authorization Holder: _____

Signature

(Print Name and Title)

Date

Authorizing NPS Official: _____

Signature (Chief of Concessions Management for Superintendent)

Date

CONDITIONS OF THIS AUTHORIZATION

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].

2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.

Applicable Federal & state laws governing bicycle use include, but are not limited to:

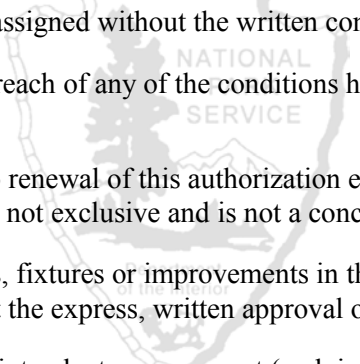
- Persons operating a bicycle are subject to applicable laws governing motor vehicle operation, including speed limits, traffic control devices, stop signs, etc.
- Possessing a bicycle in designated wilderness areas is prohibited.
- Operating a bicycle abreast of another bicycle is prohibited; they must be ridden single-file within the park.
- Operating a bicycle while consuming an alcoholic beverage or carrying in hand an open container of an alcoholic beverage is prohibited.
- It is prohibited to operate a bicycle during periods of low visibility, or between sunset and sunrise, without exhibiting on the operator or bicycle a white light or reflector that is visible from a distance of at least 500 feet to the front and with a red light or reflector visible from at least 300 feet to the rear.
- Bicycles traveling at less than the normal speed of traffic must be ridden as close as practicable to the right-hand edge of the roadway.

3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be at least \$300,000 and naming the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.

5. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities onsite must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.

6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.

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7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
 8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
 9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
 10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
 11. The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
 12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

APPENDIX SPECIAL PARK CONDITIONS

GRAND CANYON NATIONAL PARK COMMERCIAL USE AUTHORIZATION CONDITIONS COMMERCIAL BICYCLE TOUR- SOUTH RIM

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS AUTHORIZATION. **All pages of this authorization must be carried and available for inspection by the holder or its employees at all times while operating within Grand Canyon National Park. Failure to carry all pages is a violation of terms and conditions of this authorization.**

1. **Permits/Licenses** --The holder must obtain all permits or licenses of Arizona State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all applicable federal, state, and local laws and regulations. Vehicle, operator, license, and authorization compliance inspections may occur at any time by National Park Service or Law Enforcement personnel.
2. **Business Operations** - This authorization does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The Authorization is for incidental business operations when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.
3. **Damages** – The holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the holder is authorized to make of the land described in this authorization.
4. **Health and Sanitation** – The holder will comply with applicable public health and sanitation standards and codes. The holder or its employees are not authorized to use the park's dump stations. The holder is responsible for the removal of all trash associated with the holder's visit to the park and is prohibited from

depositing commercial waste into park trash containers. The trip leader/guide will promptly report information about any human illness, whether employees or guests, to the Public Health Consultant at 928-638-7355. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.

5. Nonexclusive Authorization – The holder will have none of the rights or privileges of P.L. 105-391, Title IV [National Park Service Concessions Management Improvement Act of 1998] specified for concession contracts. The National Park Service (NPS) does not grant the holder a preferential or exclusive right to conduct business in any NPS administered area.

6. Equal Employment Opportunity/Nondiscrimination - The holder will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor (Exhibit A).

7. Insurance – The holder shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the term of this authorization. The Superintendent shall not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

The holder shall provide the Superintendent a Certificate of Insurance at the inception of this authorization and annually thereafter, and shall provide the Superintendent thirty (30) days written notice of any material change in the holder's insurance program hereunder.

General Liability – The holder shall obtain general liability insurance in at least the amount of three hundred thousand dollars (\$300,000).

8. Liability Insurance Lapse or Cancellation – Upon notification that the holder's automotive or general liability insurance has lapsed or cancelled for any reason, the authorization to operate in the park shall be suspended until new insurance is in place.

9. Employee Firearm Possession – Holder's employees may not possess firearms while on duty. The superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the holder with a thorough explanation of the basis of the request. The superintendent's response to the holder must be in writing.

10. Area Use – **This authorization is applicable only** for the use of the area, term, and conditions designated herein. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein.

11. Backcountry Camping- is only allowed under a Backpacking Commercial Use Authorization. Backpacking CUA Holders must have a valid backcountry permit for the trip dates.

12. Front country camping- in Grand Canyon National Park is permitted by commercial groups with a minimum of 7 individuals, including all staff members, in designated Group Sites only. Groups with 6 individuals or fewer, including all staff members, are allowed to reserve ONE family site. Splitting groups between multiple family sites or reserving more than one family site per night per holder is a violation of the conditions of this authorization. Advance reservations required: <http://www.reserveamerica.com/> or 1-877-444-6777.

13. Commercial Transportation Responsibilities – In order to transport clients or drive support vehicles into the park, Commercial Bicycle Tour Companies must obtain a Commercial Transportation CUA from Grand Canyon National Park. All commercial transportation operations are responsible for obtaining applicable permits and authorizations. In the event of a violation or infraction, responsibility and liability will generally be placed on the transportation operator or authorization holder, including citations, warnings, and fines, but the park service retains the right to cite, warn or fine the tour operator or authorization holder as needed.

1. Approved Locations – The holder is authorized to use the following described lands or facilities within Grand Canyon National Park.

Commercial bicycle tours will be on unpaved roads, which are open to the public with the exception of paved roads designated herein; off-road travel is prohibited. The holder is responsible for organizing and providing reasonable and appropriate trips for their clients' abilities.

The following dirt roads are currently open to commercial bicycle tours and trips and their support vehicles:

South Rim:

1. Rowe Well Road;
2. Pasture Wash Road, from FS 328 to South Bass Trailhead (W-9 and W9-A);
3. Havasupai Point Road, from Pasture Wash Road to Havasupai Point (W-9B);
4. Grandview Entrance Road (E-10) from East Rim Drive to Grandview Entrance; and,
5. Desert View-Cedar Mountain Road (E-14) from Desert View to Cedar Mountain Entrance.

The holder may access the **Village Area** via South Entrance Road, Village Loop Road, Center Road, Market Plaza Road, Zuni Way, and Canyon View Bypass Road. The holder may access **Desert View** by Highway 64 (Desert View Drive).

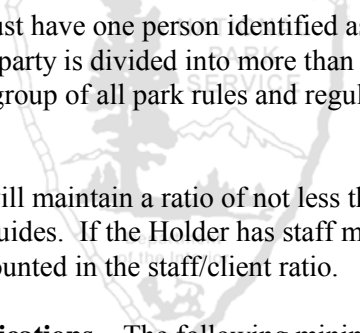
ALL LOCATIONS IN THE PARK NOT SPECIFICALLY IDENTIFIED HEREIN AS AUTHORIZED FOR USE ARE, BY THEIR OMISSION, UNAUTHORIZED FOR USE PURSUANT TO THIS AUTHORIZATION.

14. Fees –The holder will be required to pay all applicable park fees (backcountry permits, camping permits, etc.). A non-refundable fee of \$350.00 for application and administration of the CUA, irrespective of the length of the CUA. Entrance fees are required at Entrance Stations.

15. Preauthorized Debit Pay System – Transportation operators who visit the park more than four (4) times a month, averaged over 12 months, are **REQUIRED** to sign up with the National Park Service and use exclusively the Preauthorized Debit (PAD) pay system. A penalty of \$25 or 10%, whichever is greater, will be imposed for any electronic funds transfer/PAD returned item (e.g., insufficient funds, frozen account, etc.). [Re: USC Title 31, Section 3717]. Holders shall complete an Authorization Agreement for Preauthorized Debits form (Exhibit D) upon meeting this requirement. Failure to sign up with the PAD program when required is a violation of the terms and conditions of this authorization.

16. Commercial Tour Passenger Certification Form – The holder and all participants authorized herein are required to accurately complete a Commercial Tour Passenger Certification Form prior to arrival at any Grand Canyon Entrance Station.

17. Guide/Leader Registration – The CUA holder will employ a staff with the expertise to operate all services authorized under this CUA. The holder shall register all trip leaders and guides with the Superintendent by submitting a Staff Registration Form for each employee working within the park.

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- 18. Trip Leaders/Guides** – Each group must have one person identified as the group or trip leader who will remain with the group at all times. If a party is divided into more than one group, each group will have a trip leader. The trip leader will inform the group of all park rules and regulations and has responsibility for the group.
- 19. Guide-to-Client Ratios** – All groups will maintain a ratio of not less than one guide for every six clients. Maximum group size is 14, including guides. If the Holder has staff members participating in a training capacity, those staff members will be counted in the staff/client ratio.
- 20. Guide/Trip Leader Standards/Qualifications** – The following minimum qualifications must be met by each guide/trip leader operating within Grand Canyon National Park:
- A. All trip leaders and guides must possess a valid first aid certificate course plus adult Heartsaver CPR. More advanced first aid or medical certification, such as Emergency Care Attendant, Wilderness Emergency Medical Technician, etc. are also accepted and encouraged. Photocopies of current first aid and CPR certification must be submitted with staff registration forms.
 - B. Guides must be at least 18 years of age and physically fit.
 - C. Guides must be trained in basic safety and resource protection, park rules and regulations, and in the requirements of the CUA and attachments. Previous outdoor experience, including personal familiarity with entire length of trails used (minimum of two trips) is required.
- 21. Client Equipment** – Trip leader/guide will ensure that each member of the group has adequate food and water for the proposed itinerary, appropriate footwear, clothing, a bicycle helmet and sun block. A helmet approved by CSPC, ASTM, Snell or equivalent foreign standard for bicycle use must be worn by all participants, including staff, while bicycling inside the park. Recommended additional items include flashlight, map, and a compass.
- 22. First Aid** – A group-size first aid kit will be carried by each group.
- 23. Leader/Guide Equipment** – In addition to the equipment listed above, the trip leader/guide will carry a small shovel, toilet paper, and plastic baggies for appropriate disposal of human waste.
- 24. Orientations** – The trip leader must provide an orientation to trip participants about basic bicycling etiquette when traveling on roads and trails, park rules and regulations, safety procedures, resource protection information, litter, human waste, personal safety, and emergencies. The trip leader is responsible for ensuring that the group does not get separated. A map (may be a photo copy) should be supplied to each participant of any hiking trails used. Guides/Leaders will provide their clients with accurate information on a broad spectrum of topics related to the Grand Canyon and national parks, including, but not limited to, geology, wilderness impacts, history, ecology, etc.
- 25. Comfort/Hydration Stations** – All hydration stations set up along bike routes must be unobtrusive and not detract from the scenery or negatively impact private park visitors. Structures and shade awnings are prohibited. Hydration stations and equipment must be secured so as to prevent any consumption by wildlife. No food or unsecured hydration equipment may be left unattended.
- 26. Waste Management** – ALL trash must be packed out of the corridor/backcountry and disposed of in an appropriate waste container.
- 27. Human Waste Management** – Groups are required to abide by all park rules regarding proper disposal of human waste in order to prevent the pollution of water sources, the spread of disease, and the aesthetic

degradation of backcountry areas. Improper disposal of human waste is a violation of park regulations, and violators are subject to fines. The use of backcountry toilets is preferred. When this is not possible, guides/leaders should provide a shovel, paper, and zip-lock bags, and instruct their clients to dig a hole six inches deep and to carry out their used paper.

28. **Fires** – Open wood and ground fires are prohibited, except in designated fire rings in the North Rim Campground by groups with campsite reservations. No wood, pinecones, or other natural products may be collected inside the park.
29. **Cigarette Smoking** – Smoking on trails is highly discouraged. Smokers must use caution when smoking to prevent dropping ashes or embers that might ignite a wildfire. **Cigarette butts are trash and must be packed out of the backcountry for proper disposal.**
30. **Food** – All food scraps (fruit peels, nut shells, etc.) are considered trash and must be carried out. It is a violation to feed the wildlife, including squirrels.
31. **Personal Consumption of Wild Edibles** – Gathering of fruits, nuts, berries, edible plants, or plant parts for personal consumption is permitted. Wild edibles or other plant matter may not be gathered for transport outside the park or for commercial purposes.
32. **Rock Climbing** – Technical rock climbing is prohibited.
33. **Archeological Sites** – Holders must abide by the Grand Canyon National Park Archeological Site Information Disclosure Policy: GRCA SOP 8213-01 Version 2014.1. Commercial guides and their clients may visit Class I and Class II sites; however, inappropriate behaviors and activities on any archaeological site is a violation of federal law and the Commercial Use Authorization. Class III and IV sites are not approved for visitation.
34. **Reporting Accidents** – An accident resulting in personal injury, death or property damage shall be reported to the Superintendent, as soon as possible. [36 CFR 2.33, 3.4, 4.4] All motor vehicle accidents resulting in injury, personal/government property damage, or injury to park wildlife or resources must be report to park law enforcement immediately at 928-638-7805 or by dialing 911. Commercial operators must remain on scene until the arrival of law enforcement officers.
35. **Separated Passengers / Rescues** – All commercial operators are responsible for providing their clients with the necessary information to locate or contact their group if they become delayed or separated. Commercial operators may not abandon their clients in the park and are solely responsible for making arrangements for their clients to rejoin their group after being separated. Lost or missing clients must be reported to park dispatch as soon as possible and without unnecessary delay, at 928-638-7805. While self-rescue is encouraged in cases where no additional resources are needed, the National Park Service retains the authority to make the determination to employ additional resources when the situation warrants.
36. **Employee/agent responsibility** – The holder shall insure that all company employees and motor coach operators entering the park are informed of all of the conditions of this authorization. (The holder may be cited for any condition violations committed by their employee and/or agent.)
37. **Suspension or Revocation of DOT Authority** – If, for any reason, the holder's Department of Transportation authority is placed in any status other than "Active", this authorization will be immediately suspended.

38. Annual and Monthly Reports – Within 30 days after December 31 of each partial or full calendar year of operation under this authorization, the holder will be responsible for submitting an annual report (Exhibit B) which summarizes total in-park visitor use, including gross revenues for the reporting period

39. Authorization Compliance – The holder and all participants authorized herein must comply with all of the conditions of this authorization, including all exhibits, amendments, application requirements, and written or verbal directives from the Superintendent. Failure to obtain an authorization to provide commercial services, and have a copy of the document available for inspection at any time while in the park, are violations of the authorization terms for which a citation may be issued, and may subject the commercial operator to penalties as prescribed by law or regulation, including exclusion from doing business in the park. National Park Service field personnel will be provided with a current list of holders by the Concessions Office. The Concessions Office will receive a copy of any written warnings or citations issued to holders and these documents will become part of the holder's park record.

1. A first violation may result in a warning letter to the CUA holder sent by the Concessions Office and/or a possible 30-day suspension of the CUA. The appropriate course of action will be based on the violation and the company's cumulative history.
2. A second violation within any two year period may result in a 30 to 90-day suspension or revocation of the CUA, depending on the seriousness of the violation and the company's cumulative history. Upon revocation of the privileges granted by a CUA, a new application will not be considered for a period of 12 months.
3. In addition, the National Park Service may, at any time, terminate this authorization at its discretion or upon breach of any of the conditions based on the seriousness of the violation and the company's cumulative history.

Authorization Holder Signature

Date